

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

IN THE LAKE CIRCUIT COURT

CAUSE NO. 450010407MI00116

IN RE: WEBB FORD, INC., )  
 )  
Respondent. )

AVC NO. 04-019

**Filed in Open Court**

JUL 21 2004

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General

*Thomas R. Philpot*  
CLERK OF THE LAKE CIRCUIT COURT

Terry Tolliver, and the Respondent, Webb Ford, Inc., enter into an Assurance of Voluntary Compliance ("Assurance"), pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties, and does not constitute an admission by the Defendant of any wrongdoing, nor shall it be construed as an abandonment by the Attorney General of his position that the Defendant violated Indiana's Deceptive Consumer Sales Act.

The parties agree:

1. The Respondent, Webb Ford, Inc., is an Indiana corporation engaged in the sale of automobiles, with a principal place of business at 9809 Indianapolis Blvd., Highland, Indiana, 46322, and transacts business with Indiana consumers.
2. The terms of this Assurance apply to and are binding upon the Respondent, its employees, agents, representatives, successors, and assigns.
3. The Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Indiana Code § 4-6-9-4 and Indiana Code § 24-5-0.5-1 *et seq.*

4. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the Respondent knows or should reasonably know it does not have.

5. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that the subject of a consumer transaction has a specific price advantage, if it does not. This shall include, but is not limited to the Respondent agreeing to clearly and conspicuously list any dealer added equipment and post the pricing of such on all vehicles that it sells.

6. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that the consumer will be able to purchase the item as advertised by the Respondent, if the Respondent does not intend to sell it. This shall include, but is not limited to the Respondent agreeing that the vehicle's total price, including the cost of any dealer added equipment, will be clearly and conspicuously posted on every vehicle it sells.

7. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from entering into a contract or agreement that contains terms that are oppressively one sided or harsh; in which the terms unduly limit the consumer's remedies; or in which the price is unduly excessive.

8. The Respondent, in soliciting and/or contracting with consumers, agrees to fully comply with the Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1 *et seq.*

9. Upon execution of this Assurance, the Respondent shall pay consumer restitution in the amount of One Thousand Five Hundred Dollars (\$1,500.00) to the Office of the Attorney General on behalf of Jennifer Repay of Hammond, Indiana.

10. Upon execution of this Assurance, Respondent shall pay Five Hundred Dollars (\$500.00) to the Office of the Attorney General for its costs of investigation.

11. The Respondent shall not represent that the Office of the Attorney General approves or endorses the Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

12. The Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

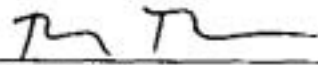
13. The Office of the Attorney General shall file this Assurance with the Circuit Court of Lake County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 28 day of June, 2004.

STATE OF INDIANA

STEVE CARTER  
Indiana Attorney General

By:

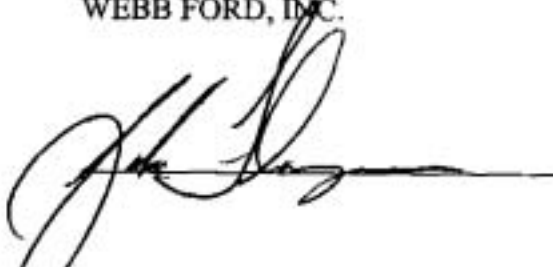
  
Terry Tolliver  
Deputy Attorney General  
Atty. No. 22556-49  
Office of Attorney General  
302 W. Washington, 5th Floor  
Indianapolis, Indiana 46204  
Telephone: (317) 233-3300

RESPONDENT

WEBB FORD, INC.

By:

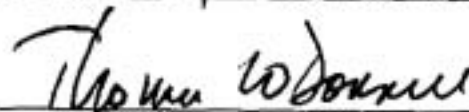
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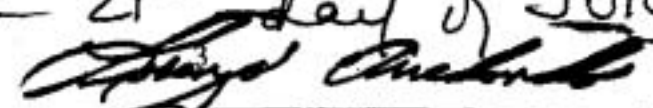
  
John Flanagan

Title:

General Manager

Approved:

  
Thomas C. O'Donnell  
Counsel for the Respondent

Approved this 21<sup>st</sup> day of July 2004  
  
Steve Carter  
Indiana Attorney General